

## AGREEMENT

**THIS AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_ in the year 2008, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and Capital Office Products, Inc. whose address is 700 Ballough Rd., Daytona Beach, Florida 32114-2210, (hereinafter referred to as the "PROFESSIONAL").

**WHEREAS**, The City of Leesburg and Lake County, Florida entered into a cooperative solicitation for the procurement for Office Products and Supplies (hereinafter known as RFP 08-0616),

**WHEREAS**, each agency will enter into their own contract with the selected PROFESSIONAL and one agencies agreement will have no bearing on the other,

**WHEREAS**, Lake County RFP 08-0616 is incorporated by reference and made a part hereof,

**WHEREAS**, the RFP response submitted by the vendor is incorporated by reference and made a part hereof.

**WHEREAS**, if any conflict exists between the terms of the City of Leesburg agreement and Lake County terms, terms in the CITY Agreement,

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

**1. Goods and Services.** The PROFESSIONAL shall provide the City with office products, supplies and other related items as quoted in their proposal and included here; **SEE EXHIBIT "B"**. Nothing herein shall limit the CITY's right to obtain proposals or services from other contractors for similar goods or services.

**2. Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance: **SEE EXHIBIT "A"**.

**3. Indemnification.** The PROFESSIONAL agrees to make payment of all proper charges for labor required in the aforementioned work and PROFESSIONAL shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Contract; or the negligence of the PROFESSIONAL in the performance of its duties under this Contract, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Contract, or through the negligence of the PROFESSIONAL in the performance of its duties under this Contract, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.

**4. Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**5. Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL's performance of the Scope of Services.

**6. Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

**7. Contingent Fees Prohibited.** The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

**8. Payment.** CITY shall compensate PROFESSIONAL for products and services as provided. General payment terms are net 30 days from invoice date.

**9. Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

**10. Independent Contractor.** The PROFESSIONAL is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

**11. Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

**12. No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

**13. Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

**14. Term and Termination.** The term of this Agreement shall be for an initial term of one year effective on October 1, 2008 and expiring on September 30, 2009. The Agreement provides for four (4) one (1) year renewals at the City's sole option at the terms noted in the Bid. All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the

PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for goods and services competently delivered or performed up to the date of termination.

**15. Nonappropriation.** The PROFESSIONAL understands and agrees that this Agreement is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has not other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the PROFESSIONAL, effective the first day of a fiscal period provided that:

- (a) a nonappropriation has occurred, and
- (b) the CITY has provided the PROFESSIONAL with written notice of termination of less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

**16. Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be \_\_\_\_\_. The primary contact person under this Agreement for the CITY shall be Mike Thornton, Purchasing Manager.

**17. Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

**18. Disclosure of Conflict.** The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

**19. Authorized Representative.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective date under each signature.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**"CAPITAL OFFICE PRODUCTS"**

By: Heather Patton  
Printed: Heather Patton  
Its: Admin.  
Date: 8/28/08

## EXHIBIT "A"

- I. **Scope of Services.** PROFESSIONAL is to provide the goods and services as described in Lake County RFP 08-0616. Lake County RFP 08-0616 is incorporated by reference and made a part hereof.
- II. **General Terms & Conditions.** The General Terms and Conditions as detailed in Lake County RFP 08-0616, pages 19-22 are incorporated by reference and made a part hereof.
  - a. References to Lake County, Florida will be replaced by City of Leesburg.
  - b. Information specific to Lake County, Florida will be replaced with like information for City of Leesburg.
- III. **Special Terms & Conditions.** The Special Terms and Conditions as detailed in Lake County RFP 08-0616, pages 2-11 are incorporated by reference and made a part hereof.
  - a. References to Lake County, Florida will be replaced by City of Leesburg.
  - b. Information specific to Lake County, Florida will be replaced with like information for City of Leesburg.
- IV. **Pricing.** Core item pricing is firm for the initial term of this agreement, one (1) year.
- V. **Insurance and Indemnity Requirements.** The Insurance and Indemnity Requirements are as follows:
  - a. Insurance and Indemnity Requirements
  - b. Scope of Insurance
    - i. The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease
    - ii. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A.VII
    - iii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work
    - iv. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater
    - v. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
    - vi. The provisions of the required insurance are subject to the approval of the CITY'S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection
    - vii. All liability insurance, except professional liability, shall be written on an occurrence basis.
    - viii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies
    - ix. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.
  - c. Indemnification
    - i. The CONTRACTOR shall defend, indemnify, and save harmless the CITY and ENGINEER or any of its officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and ENGINEER or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this agreement, contract or lease, or through the negligence of the CONTRACTOR in the performance of its duties under the agreement, contract or lease, or through any act or omission on the part of the CONTRACTOR, his agent, employees, or servants.

- d. Certificate of Insurance
  - i. The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, contract or lease begins
  - ii. Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG and ENGINEER as additional insured to the extent of the agreement, contract or lease
  - iii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows
    - City of Leesburg
    - Attn Purchasing Manager
    - P O Box 490630
    - Leesburg, Florida 34749-0630
  - iv. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number
  - v. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation
  - vi. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  - vii. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s)
- e. Comprehensive General Liability
  - i. The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$500,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u)
  - ii. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.
- f. Business Automobile Liability
  - i. The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- g. Workers' Compensation
  - i. The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
  - ii. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida

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**EXHIBIT "B"**  
**Capital Office Products**  
**Office Products Pricing Discounts**

**Office Products Core List**

<b>SKU No.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Unit Price</b>
SPR87010	Sparco Binder Clips	bx	\$0.49
SPR87002	Sparco Binder Clips	bx	\$0.29
SPR87005	Sparco Binder Clips	bx	\$0.39
ACC72580	ACCO Economy Paper Clips	bx	\$0.19
ACC72380	ACCO Economy Paper Clips	bx	\$0.09
int-60232	Correction Film	ea	\$0.79
ivr-77815	48X CD-R Media	pk	\$18.99
ccs-72201	48X CD-R Media	ea	\$0.36
QUA37890	Quality Park Gummed Clasp Envelope	bx	\$8.99
PAP85822	Paper Mate Erase-It Advance Eraser Stick	ea	\$0.99
SPR08890	Sparco Heavy-Duty Clasp Envelope	bx	\$6.99
cop-823000	CAPITAL Manila File Folder	bx	\$7.99
unv-15115	UNIVERSAL Manila File Folder	bx	\$8.59
cop-8923000	CAPITAL Hanging Folder with Tabs	bx	\$5.75
unv-14113	UNIVERSAL Hanging Folder with Tabs	bx	\$4.79
SMD73800	Smead Easy-Access Top Tab File Pocket	bx	\$21.99
SMD73805	Smead Easy-Access Top Tab File Pocket	bx	\$23.99
SMD73810	Smead Easy-Access Top Tab File Pocket	bx	\$27.99
SMD64615	Smead 1/3 Cut Vinyl Hanging Folder Tabs	pk	\$0.69
SMD64600	Smead Permalon Vinyl 1/5 Cut Hanging Folder Tabs	pk	\$0.69
AVE98189	Avery Dennison Hi-Liter Bonus Pack	pk	\$5.99
AVE07742	Avery Dennison Hi-Liter Desk Style Highlighter	dz	\$0.39
unv-80102	UNITED Dennison Address Labels	bx	\$12.99
unv-80107	UNITED Dennison Address Labels	bx	\$12.99
PENC505HB	Pentel Super Hi-Polymer Lead	tb	\$0.54

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<b>SKU No.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Unit Price</b>
TOP74830	Tops Second Nature Recycled Perforated Top Pad	dz	\$7.99
TOP74840	Tops Second Nature Recycled Perforated Top Pad	dz	\$7.99
TOP74880	Tops Second Nature Recycled Perforated Top Pad	dz	\$10.99
TOP74890	Tops Second Nature Recycled Perforated Top Pad	dz	\$11.99
TOP74910	Tops Second Nature Recycled Perforated Top Pad	dz	\$15.99
UNV-07071	UNIVERSAL Permanent Sharpie Fine Point Marker	ea	\$0.35
SAN13601	Sanford Fine Industrial Marker	ea	\$0.64
MMM2027	3M Post-it Bright Colors Memo Cube	ea	\$4.29
UNV-35668	UNIVERSAL Post-it Plain Canary Yellow Notes	pk	\$3.29
TOP4002	Tops Carbonless While You Were Out Book	ea	\$2.99
AMP25093	Ampad Pocket Size Memo Notebook	ea	\$0.79
TOP74111	Tops Second Nature 1-Subject Notebook	ea	\$1.99
UNV-35600	UNIVERSAL Plain Paper Easel Pad	ct	\$14.99
AMP24028	Ampad Evidence Recycled Easel Pad	ct	\$21.99
TOP7288	TOPS Adding Machine Rolls	pk	\$2.99
PAP12132	Paper Mate American Classic Pencil	dz	\$0.79
PAP12242	Paper Mate Earthwrite Recycled Pencils	dz	\$0.74
UNV-92000	UNIVERSAL Bent Scissors	ea	\$1.39
SPR86000	Sparco Staple Remover	ea	\$0.37
SWI74701	Swingline 747 Classic Stapler	ea	\$9.29
UNV79000	UNIVERSAL Standard Staples	bx	\$0.99
MMM35006	3M Scotch 3500-6 Super Strength Sure Start Packaging Tape	pk	\$14.99
SPR64003	Sparco Economy Masking Tape	pk	\$2.99
MMMC38BK	3M Scotch Desk C38 Tape Dispenser	ea	\$2.19
MMM1020054129 6	3M Highland Invisible Tape	rl	\$0.79

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<b>SKU No.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Unit Price</b>
MAX102211	Maxell 90 Minutes Communicator Series Audio Cassette	ea	\$0.79
SON3MC60	Sony 60 Minutes Microcassette	pk	\$1.89
WEV-CO125	WEVCO Park Recycled Business Envelopes	bx	\$13.99
QUAR1460	Quality Park Open-End Envelope	bx	\$26.99
QUAR1580	Quality Park Open-End Envelope	bx	\$29.99
PENP205A	Pentel Sharp Automatic Pencil	ea	\$2.69
FEL90658	Fellowes - CD Sleeve File	ea	\$10.99
COP813000	CAPITAL Manila File Folder	bx	\$5.39
UNV16113	UNIVERSAL Manila File Folder	bx	\$9.39
UNV14113	UNIVERSAL Hanging Folder with Tabs	bx	\$4.99
SMD64220	Smead Standard Green Hanging Pocket	bx	\$19.99
SPRSP26	Sparco Hanging File Folder Frame	ct	\$10.99
SPRSP36	Sparco Hanging File Folder Frame	ct	\$12.99
AVE8366	Avery Dennison Filing Labels	pk	\$9.99
MMM559	3M Post-it Self-Stick Easel Pad	ct	\$29.99
MMM560	3M Post-it Self-Stick Easel Pad	ct	\$29.99
SAN73843	Sanford Bit Needle Point Rollerball Bit Pen	ea	\$1.29
SAN73844	Sanford Bit Needle Point Rollerball Bit Pen	ea	\$1.29
SAN73842	Sanford Bit Needle Point Rollerball Bit Pen	ea	\$1.29
SAN1734904	Sanford Vision Soft Grip Pen	ea	\$1.29
SAN1734918	Sanford Vision Soft Grip Pen	ea	\$1.29
AVE5711	AVERY, Binder, 1-inch, Clear View, White	ea	\$0.99
AVE05726	AVERY, Binder, 1-1/2-inch, Clear View, White	ea	\$1.99
AVE05731	Wilson Jones, Binder, 2-inch, Clear View, White	ea	\$1.89
AVE05741	AVERY Binder, 3-inch, Clear View, White	ea	\$2.59

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<b>SKU No.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Unit Price</b>
UNV20742	UNIVERSAL Binder, D-Ring, 1-inch, White	ea	\$2.49
UNV20746	UNIVERSAL Binder, D-Ring, 2-inch, White	ea	\$2.99
UNV20748	UNIVERSAL, Binder, D-Ring, 3-inch, White	ea	\$3.59
UNV20994	UNIVERSAL, Binder, D-Ring, 4-inch, White	ea	\$5.99
WEVCO888	Colombian Envelope Interdepartmental 100/bx	bx	\$17.59
MMM3318Y	3M Post-It Note 3" x 3" Yellow	pk	\$7.99
UNV35662	UNIVERSAL Post-It Note 1-1/2" x 2" Yellow	pk	\$1.99
UNV35672	UNIVERSAL Post-It Note 3" x 5" Yellow	pk	\$4.99
AVE11416	Avery Clear Label Dividers 5 tabs	pk	\$3.79
FALDPSJMB	Falcon Dust-Off (canned air) 3.5 oz	ea	\$10.49

<b>DISCOUNT PERCENTAGES FOR NON-CORE ITEMS</b>	
<b>Category</b>	<b>% Discount</b>
Non-Core items	60%
Furntiure	55%
Office Machines	40%
<b>Printer Toner</b>	
OEM	50%
Recycled	60%